



THE SAFETY CLAUSE



DCMC'S FLIGHT OPERATIONS INTERNET NEWS LETTER, EDITION I

Welcome to the very first edition of the Flight Operations News Letter, the "Safety Clause". Its purpose is to provide a forum for getting the word out to CFOs, GFRs, AMMs, and others in the flight operations community on important issues affecting us all. Topics will range from current issues we'd like you to be aware of, to long standing areas of concern like this edition's articles on towing operations and aircraft leases.

The Safety Clause is a product of HQ DLA/AQOI. It is intended to assist APT members in dealing with routine day-to-day activities as well as those once-in-a-blue-moon problems we sometimes encounter. It is not intended to replace guidance found in regulations, instructions, manuals, and policy documents that we all must live by, but rather to serve as a tool for filling in some of the gaps. That said, who do you think is best qualified to fill in the gaps that exist between regs and reality? That's right, you, the APT guys, the pointy tip of the safety spear. Do you have a solution for a problem that vexes us all? Would you like to pass on some hard lessons you've learned after you approved that low level flight between the World Trade Center's towers? Are you just a lonely person looking for love in all the wrong places? OK, for that last one, you've probably selected the wrong web site; try the "Personals" hypertext from virtually any internet news service. However, for the first questions, we have a suggestion. You too can have an article published here. Just e-mail your article to john_heib@hq.dla.mil or

milton_dillard@hq.dla.mil. We'll steal, that is, publish your article in an upcoming edition then, hello Andy Warhol, your fifteen minutes have arrived.

FYI

ORM. AQOI has recently written our performance plan for 1998. Specifically, we've requested funding for training District and some CAO personnel in Operational Risk Management (ORM). Anyone who's been to either the GFR or AMM course are familiar with risk management. The Services are all touting new risk management programs aimed at flight operations and safety. Expect increased emphasis on using risk management in your day-to-day dealings with contractors. We will discuss more about ORM in an upcoming edition of the Safety Clause.

Metrics. AQOI has never been happy with our performance plan measurement, i.e., some set percentage reduction in mishap rates. We have so few mishaps, changes in the rates don't really mean much. For that matter, when is the last time a contractor pilot, failing to follow approved procedures, caused a mishap in DCMC? Further, it's been years since a DCMC aircrew had an operational flight mishap. So, there's a new metric coming. It's based on excess acceptance sorties. Before you say, "Oh no! Not re-fly rates again!" let us clarify a few things. Excess flight hours are not a measure of aircrew performance. Our aircrews do not have control of the processes that lead to excess flight hours. They do,

however, have control of the data, and that data has value. That's why we're going to start collecting it. Excess ACF sorties are just an indicator (one of many) of contractor performance. You'll get more information on the new metric soon. The new metric screen won't be available until sometime next fiscal year.

Course Updates. The next AMM and GFR courses will both be held in Long Beach, CA. McDonnell Douglas Long Beach will be sponsoring the plant tours. The AMM course will be from April 14-18. The GFR course will be held May 13-23. Follow-on GFR courses will be held August 11-27, at DCMC Sikorsky, Stratford, CT, and October 20-31 at DCMC Boeing, Wichita, KS. The follow-on AMM course will be held at DCMC McDonnell Douglas, St. Louis, MO, October 20-24.

Video Tele-Conferences (VTCs). We will be making greater use of DCMC's VTC capability. At least every other month there will be a VTC between the District CFOs and AQOI. If you have an issue that requires a consensus of opinion between the CFOs, get your CFO to bring it up at the next VTC. The next VTC is scheduled for April 21, at 11:00 Eastern.

DLAM 8220.3. You've probably heard already that we're about to rewrite The Flight Operations and Flight Safety Manual, DLAM 8220.3. Please take the time to change the course of flight operations forever. Get your inputs into your District CFO ASAP.

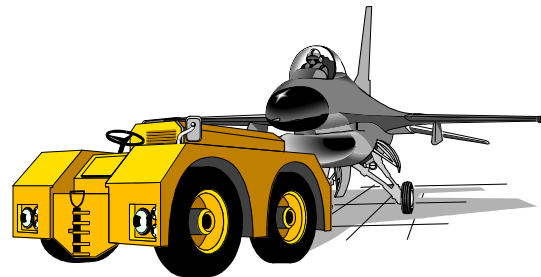
FOD Conference. The National Aerospace FOD Prevention, Inc. Conference is set for Seattle, WA, June 23 through 26, at the Sea-Tac Red Lion Hotel. June 23rd is Military Day. The conference fee is \$150. APT

members are highly encouraged to attend. MSgt Dillard, from AQOI, will be attending. We know that with the budget being the way it is, getting funding for this worthwhile conference may be difficult. However, there is a tremendous amount of great gouge disseminated during the conference on reducing FOD. Maybe you should inform your budget people on exactly how much a C-17 engine costs to replace after it's had a wrench for lunch. Do not, we repeat, do not ask your budget people to imagine the damage done to the engine after it had a budget person for lunch. Contact Richard Alquiza at (310)-331-6030, for conference and registration information.

The next two articles are the meat of this first edition. The first article concerns aircraft towing and was written by MSgt Milton Dillard. The second article addresses leased aircraft and was written by Lt Col John Heib.

PREVENTION OF TOWING MISHAPS

or, EVERYTHING YOU ALWAYS
WANTED TO KNOW ABOUT TOWING*



*But were afraid to ask.

In the past year DCMC experienced several towing mishaps that resulted in one death and one serious injury, and cost the taxpayers over a quarter of a million dollars. You're probably asking yourself, "How do you hit a hangar door with an aircraft crawling down the ramp at

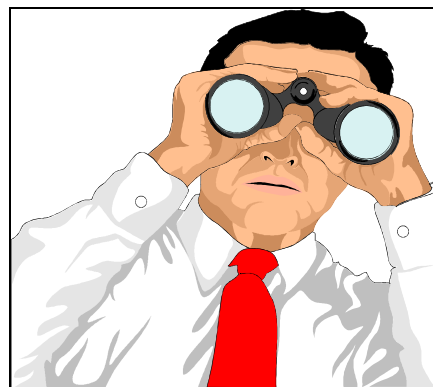
less than 2 miles an hour? Are the proletariat hangars finally rising up against their imperious aircraft oppressors. Hangars of the world unite; all you will lose are your deluge systems.” I don’t think so! In reality, most towing accidents involved properly trained contractor personnel with approved procedures they just didn’t follow. Aircraft operations are hazardous enough even when procedures are followed exactly. The mishaps we’ve seen in DCMC clearly demonstrate that failure to follow every step in the towing procedure to the letter can have disastrous results.

Failure to *follow* procedures is not the only cause of towing mishaps. Training, poorly written procedures, and inadequate supervision are all common causes. Aircraft ground handling personnel must be properly trained if they are to be expected to do their job safely. They must be thoroughly familiar with all approved procedures pertaining to the aircraft being towed. They must pass, at least yearly, a written proficiency test on those procedures and local operating standards.

Having a sound towing process in the form of an approved written procedure is critical to the success of towing operations. Poorly written procedures may lead to gray areas and therefore misinterpretations on what is really required or expected of the tow team. Procedures must address the who, where, when, and how of towing an aircraft. They must describe, in detail, the exact step-by-step processes that will be followed. They must identify the specific number of individuals required for the specific aircraft being towed. Also, procedures must detail the duties of each member of the towing team, the wing walkers, tail walker, tow vehicle driver, brake rider, and supervisor. Failure of any member of the tow team to be

properly positioned could cause damage to the aircraft or result in injury to personnel. The procedures should address communications, e.g., hand signals, use of whistles or horns, and radios. Finally, just in case, the written procedures should include emergency procedures.

An effective towing operation must start with a towing checklist. In the absence of a published checklist, a contractor developed checklist (using the aircraft T.O.’s as a guide) will be used. The tow team supervisor briefs the tow team using the checklist *before* the aircraft is moved. The checklist must cover all steps necessary to safely move the aircraft, again, including emergency procedures. It must be simple and easy to understand. AMMs must insure the checklist passes the mustard before giving the GFR the go ahead on approving the towing procedures.



I knew it! That’s not a checklist they’re using. It’s a menu from Chuck-e-Cheese!

AMMs need to monitor towing operations on a recurring basis to ensure the contractor has their towing process under control. However, supervision of that process is the contractor’s responsibility. The APT approves the plan, the contractor implements it. The most important part of implementing good towing procedures is how well the contractor’s supervisors do their job.

Without proper supervision by the contractor, the best procedures in the world won't get that hangar to move out of the way of an aircraft being towed.

There is a lot of information out there for AMMs and contractors on towing aircraft. The applicable T.O. (if there is one) is the first place to start. There are standard towing procedures in the Flight and Ground Operations Contractor's Procedures Guide that can be used as an example to write or rewrite towing procedures that do not exist or are inadequate. Another great source for this information is only a phone call away. Contact other AMMs throughout DCMC. They will be glad to exchange ideas and lessons learned about towing aircraft.

As an AMM you should team with the contractor to analyze their towing procedures to ensure they are as well thought out, simple, safe & effective as possible. This process oriented approach will benefit both the Government and the contractor by producing a procedure that both parties feel will reduce the risks to crew and aircraft to a minimum level.

Once again, I would like to reiterate the importance of following approved procedures during towing operations. All towing mishaps are preventable. To prevent towing mishaps by your contractor there are two questions you need to ask yourself. Are their approved procedures adequate? If so, are they being followed on a day-to-day basis?

If you have any other questions about Towing, contact MSgt Milton Dillard at 703-767-3427 DSN 427-3427.

LEASED DoD AIRCRAFT

A GOVERNMENT FLIGHT REPRESENTATIVE PERSPECTIVE

Lease agreements are not something your average GFR runs into very often. They can be a source of consternation and frustration if they aren't handled right. With a little advanced research and forethought you can prevent what should have been a simple agreement between the program office and a private contractor from turning into an unpleasant personal interview on 60 Minutes.

This article is written to help GFRs avoid many of the pitfalls associated with leasing agreements, and the first thing a GFR needs to know is, whenever you're dealing with a leased aircraft, you're not in Kansas anymore, Toto! All (well, at least most) of the rules have changed. Even the term "GFR" loses its meaning. In this article I'll sometimes caveat a statement with "usually" or "normally". While there is, in fact, a standard process for accomplishing a lease, when it comes to Government contracts trying to find something done the "standard" way can be like trying to find the "regular" crewchief. So, whenever you see a caveat in this article, it means, "If it's not done this way, ask the program office if it was their intention to deviate from standard leasing agreement practice." The one and only standard governing directive for aircraft leases, and the first thing you should read before getting involved in one, is DoD Directive 7230.8, Leases and Demonstrations of DoD Equipment.

LEASES vs. BAILMENTS

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'll go over some of the finer points of 7230.8 later, but first, let me distinguish between a leasing agreement and a bailment agreement. They both transfer possession of an aircraft from a program office to a contractor, but for very different reasons. The Government *bails* an aircraft to a contractor to perform contract work. For example, contractor A is developing a new radar and needs to test it in flight. The Government bails (re: lends) the aircraft to the contractor to perform the inflight tests. The key idea here is saving money. If the contractor had to procure its own aircraft to conduct the tests that cost would eventually be transferred back to the cost of the new radar. Since the contractor would need to test the radar in an aircraft that flies in the same regime as the aircraft it is intended for, we're talking about one very expensive aircraft, and hence, one very pricey new radar. Another way the Government will reduce program costs in a bailment agreement is to maintain all risk of loss. Who has 'risk of loss' is one of the major differences between a bailment and leasing agreement.

Aircraft are *leased* to a contractor for the contractor's use only. Think of a leased car; same idea. For example, hoping to generate some foreign military sales contracts, contractor B wants to borrow one of the aircraft they've built for the DoD to show it off at the Bucharest Airshow. The DoD benefits from FMS because larger production runs bring down unit costs and help broaden the defense industrial base.

However, the DoD (not withstanding any unpleasant revelation on the nightly news) is not in the business of generating business for private contractors. In this case, since we're not talking about using the aircraft to perform work on a DoD contract, the Government lends the contractor the aircraft, but the contractor must bear all costs involved. That includes not only all the maintenance, fuel, aircrew, shipping, and storage costs, but any costs incurred by the Government to support the lease. More importantly for GFRs, the contractor must either provide insurance, or self insure against any loss. As a general rule, the Government doesn't self insure leased aircraft unless a US Government pilot is pilot-in-command.

So, in a nut shell, bailment agreements are used to reduce program costs; all of which are borne by the Government. Leasing agreements allow contractors to use Government aircraft for their own private purposes, but all costs

are borne by the contractor. For GFRs, most bailment agreements are "ops normal," so the rest of this article concerns only lease agreements and leased aircraft.



F-117A (Not your typical Leased Aircraft)

G&FRC and the JOINT REGULATION

The contractor's assumption of risk can get muddled when the program office includes the joint regulation, DLAM 8210.1, Contractor Flight and Ground Operations, in the leasing agreement. The joint regulation was written with two basic premises; first, the Government is assuming risk through the

Ground and Flight (or just Flight) Risk Clause (G&FRC), and second, the way to mitigate that risk is to ensure the contractor has, and follows, safe and effective procedures. Under a properly executed leasing agreement, the Government assumes no risks at all, at least not monetarily. Of course, if the aircraft is totaled, the program office will not get a new aircraft to replace the lost one, and any political fallout that results from the aircraft crashing into a wildlife habitat and interrupting the mating pattern of the endangered speckled indigo newt, is something the program office is just going to have to deal with. But, central to the joint regulation is an assumption of risk that can be withdrawn if the contractor fails to adequately mitigate the Government's risk. At this point you should take a look at the Foreword of 8210.1 where you'll find 8210.1's use is specifically excluded from leased aircraft.

Other pitfalls abound when including the joint regulation in a lease agreement. With it, the program office is probably assuming some sort of GFR will approve the Contractor's Procedures, crew members and flights. That's what GFRs do, after all. But GFR authority comes from FAR Part 42 and the G&FRC. Lacking these, you don't have a GFR; you only have something that looks like a GFR. When a mishap occurs, one of the first questions will be, "Who let them do that?" If the answer is, "the quasi GFR," there's going to be trouble. And, there is always the possibility that now faced with having to pay for this multi-million dollar aircraft and all the third party claims from the Citizens for speckled indigo newts¹, the contractor will stand up in court and say, "I was joost following zee qvasi GFR's örders."

SERVICE INSTRUCTIONS

Requiring contractor compliance in a lease agreement with any Service instruction or regulation without first ensuring the instruction's applicability can also lead to problems. Service instructions are generally written for Service operations. They build upon one another. We can allow certain high risk flight operations to occur because we know the base fire department follows established procedures. Everything, fuel, oxygen, maintenance, towing, security, ramp lighting, FOD control, operating procedures, the tower, even the mowing of the grass around the field is done in accordance with established written procedures. They're all tied together with an assumption, that this is an Air Force/Navy/Army operation, so we'll do it the Air Force/Navy/Army way.

Let's take a simple instruction like AFI 91-204, Safety Investigations and Reports, i.e., 'How to investigate Air Force mishaps,' a very straight forward instruction (especially for one, that lawyers had a cut on). If you're a program manager getting ready to lease one of your aircraft, it's easy to say to yourself, "If there's a mishap, I want to know why it happened." And, if you're an Air Force program manager, you may want to include AFI 91-204 in the lease agreement to ensure you'll get an investigation done the way you're used to. The problem with this logic, is 91-204 covers investigation of "Air Force" mishaps. When an aircraft is leased to a private corporation, all responsibility for that aircraft transfers to the lessee once the lease is executed. If that aircraft is involved in a mishap, the NTSB, not the parent Service, conducts the investigation, and AFI 91-204 isn't binding on the NTSB.

Of course, none of this is new territory for an experienced GFR. Few instructions were

written with contractor operations in mind. How some instructions apply to contractor operations is often a very gray area for a GFR. The big difference here, is DoD aircraft leased to non government agencies which assume risk of loss, are no longer considered DoD aircraft². The applicability of Service regulations now fades to black.

HOW TO GET THERE FROM HERE

At this point you're probably saying to yourself, "OK. No risk clause, no GFR, and no directives, what do I do, what do I do?" Well, first, as I said before, read DoD Directive 7230.8. Here are some things you'll discover.

Leases are approved at the Service Secretary level. So, don't think a lease agreement can be punched out by next week.

The Under Secretary for Policy/Heads of the DoD Components/Secretaries of the Military Departments/Commanders of the Unified Combatant Commands shall . . . do a lot of things long before a lease goes into effect. You are not responsible for accomplishing any of these duties, but if they aren't done, you probably need to start asking questions about the validity of the lease. Don't let someone else's oversight set you up for the big fall.

Any expenses incurred by the DoD for services, supplies, or personnel are borne by the lessee. So, before you go TDY in support of leased aircraft, you need to make sure the program office provides a fund cite. Don't make this more difficult than it has to be. The program office is responsible for ensuring this is accomplished, not you. The lessee is responsible for reimbursing the US Treasury. How the program office gets those payments into a fund cite for your use

is not your problem. Just make sure it gets done *before* you start incurring expenses. Your CAO Commander will thank you for not spending his/her money.

The lessee shall assume the risk of loss or liability for damage in all cases except those in which the US Government has chosen to assume the risk. Those cases usually mean a US Government pilot is pilot-in-command. Regardless of who is flying the leased aircraft, the lessee is also responsible for any claims due to losses by third parties.



F-15 Eagles

The Military Department involved shall review and approve the lessee's flight and operation plan. This is where you, the quasi GFR, will get involved. Approving procedures and flight profiles are some things GFRs do normally. And, just as with a routine flight profile, GFRs should never approve something that they don't have expertise in. Since, as a GFR you would never approve a test plan unless you're a graduate of a test school, you also shouldn't approve, let's say, an aerial demonstration profile, unless you're an aerial demonstration pilot or navigator. Even if you are qualified, you should have the program office give its seal of approval on all lessee

flight profiles. Approving the lessee's operations plan is standard GFR'n. Use your APT. Elevate any questions that arise when things get squirrely.

OTHER THINGS YOU SHOULD DO

Work with the program office to develop an MOA between them and your CAO Commander on your role, responsibilities, and authority. This is really the program office's responsibility, but if you want it done right, get actively involved in the writing of the MOA early. As a GFR, your authority comes from the FAR, Part 42, and the risk clause, through your delegation letter to you. Since we have no risk clause, and FAR, Part 42, doesn't apply, your delegation letter is not applicable. You need an MOA.

I would avoid the term GFR in the MOA completely. Remember, normally the only time the Government assumes any risk in a lease agreement is when a Government pilot acts as pilot-in-command. A GFR wouldn't approve those flights anyway. Those flights would have to be approved by the CFO, if it's a DLA pilot, or the pilot's commander, if he/she is from a Service unit. Bottom line, insure the MOA addresses the flight and crewmember approval process, and don't forget to phrase all responses in the form of a question (just seeing if you're still paying attention).

Clear up this "mishap investigation of leased aircraft" question with the program office. There is no need for you to try to completely untangle this particular Gordian Knot. It's

only important that both you and program office have a clear understanding on "who" will do "what" if there's a mishap. You should know that normally the DoD isn't responsible for investigating leased aircraft mishaps, the NTSB is. True, if a Government pilot was acting as pilot-in-command, there will probably be a Service investigation. But, barring this unique situation, the program office should expect an NTSB investigation. Not gray enough for you? Allow me to muddy the water. The owning Service is entitled, and may wish, to participate in the NTSB investigation, or run its own independent investigation. That

investigation would be subordinate to the NTSB investigation. And, don't think that just because the NTSB is expected to take the lead on investigating a leased aircraft mishap that they will immediately jump into that briar patch. For leased aircraft mishaps in a foreign country, who will investigate

depends on the particular Host Nation agreement with the owning Service. Finally, the program office will probably put into the lease accident investigation requirements for the contractor. These requirements will include protection of evidence and reporting responsibilities.

By the way, if you truly believe that you will actually find such provisions in the lease agreement you're dealing with, I've got some land in Florida you might be interested in. In any case, what should, could, or might take place is irrelevant. You need a written understanding between the SPO and your CAO Commander on what *they* want done



CH-47 Chinook

in the event of a mishap. And remember, barring any language in your MOA to the contrary, when a leased aircraft goes down your only responsibility is to stay out of the investigators' way. Don't start the Service's mishap investigation ball rolling. Just OPREP what you know, and move on with your life.

Start thinking about where the aircraft will be located. If it's going to be away from your home station, you have two choices, either go with the aircraft, or hand off your duties to someone conveniently located near the aircraft, like another quasi GFR. Use the MOA to accomplish the hand off. The MOA should be cosigned by the gaining commander. Although the MOA should have already clearly spelled out everyone's responsibilities, take the time to call the gaining POC and make sure you're all singing from the same sheet of music. Iron out any kinks in the MOA, particularly the hand off. Try to get someone who's been to the GFR course to be the gaining POC. GFRs are already familiar with contractors and the contracting world.

Make sure when the program office includes requirements to comply with Service instructions that the instructions apply. If the instructions weren't written with leased aircraft in mind (and which instructions were) have the program office clarify how the instruction applies. What are its limits, how is it waived, and what do you do about noncompliance?

Don't do the contractor's job for them. When that lease goes into effect, the aircraft becomes, more or less, the lessee's property. They are responsible for protecting, servicing, and operating it. The contractor must provide their well thought out plans for taking care of the aircraft long before the

lease goes into effect. If they can't provide you, your commander, and the program office with a "big warm fuzzy" over the operations plan, maybe the program office needs to reconsider the lease. If the plan is shaky but the program office is adamant because some Senator wants to see the aircraft at an airshow in his home state, your commander should consider telling the program office, "No thanks." Sorry, but sometimes you have to make hard decisions to earn the big bucks.

Finally, don't bite off more than you can chew. You, with the help of your APT, can ensure, from a no-assumption-of-risk point of view, that the lessee has a good plan for conducting ground and flight operations. You can ensure the crew is current and qualified, and the mission profile is sound (don't forget to get the program office's seal of approval). You shouldn't get involved in shipping, security, customs, storage, billeting, and/or any other arrangements for things you are not trained in.

CONCLUSION

Leases aren't difficult they're just different. Take the time to read DoD Directive 7230.8. Remember the six "Ps", Proper Planning Prevents Pathetically Poor Performance. And, don't get suckered in to doing something you don't have the training or proper authority to do. You can use all that stuff we taught you at the GFR Course to get you through a lease agreement, but you're not a GFR when you do it. If you have any other questions about leases, call AQOI at 703-767-3423 or DSN 427-3423.

¹Also known as Citizens for SIN

²See DoDI 6055.7, appendix 2, para 4a, & 4b